



Commonwealth of Massachusetts
**DEPARTMENT OF HOUSING &
COMMUNITY DEVELOPMENT**

Deval L. Patrick, Governor ♦ Timothy P. Murray, Lt. Governor ♦ Tina Brooks, Undersecretary

**CHAPTER 149 BIDDING REQUIREMENTS
FOR
CONSTRUCTION CONTRACTS BETWEEN
\$0 - \$10,000**

INSTRUCTIONS TO AWARDING AUTHORITIES

Local Housing Authorities must obtain **3 written quotes** for construction work that costs between \$0 and \$10,000.

To accomplish this the LHA must prepare a **Scope of Work and attach the General Provisions & Forms provided in this document, along with wage rates.**

- 1. All Bidders Must Quote on the Exact Same Scope of Work.** Therefore, the LHA must produce such a scope. Remember the Awarding Authority determines its needs Not The Bidders.
- 2. LHA must solicit at least 3 written quotes on work that costs between \$0 - \$10,000 and maintain a file on all vendors contacted. If only one vendor responds who is satisfactory and can comply with the requirements below you may award to this vendor.**
- 3. All work over \$5,000 must have a signed contract. (Keep a copy on file.)**
- 4. Mass Prevailing Wage Rates Apply to ALL CONSTRUCTION CONTRACTS regardless of the dollar value. The LHA is responsible for requesting these rates from the Department of Labor and Workforce Development prior to seeking written quotes and attach these rates to the scope of work, along with the General Provisions below. All rates are project specific and are in affect for the duration of the job.**

ATTACH THE FOLLOWING TO THE PREPARED SCOPE OF WORK

**GENERAL PROVISIONS
THE FORM FOR BID,
OWNER/CONTRACTOR AGREEMENT
PAYMENT BOND FORM
WAGE RATES**

0 - \$10,000 GENERAL PROVISIONS

1.0 SALES TAX EXEMPTION AND OTHER TAXES

1.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.

1.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the work.

2.0 PERMITS, FEES, AND NOTICES

2.1 The Contractor shall secure and pay for the building permit. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

3.0 INSURANCE REQUIREMENTS

3.1 The Contractor shall calculate as part of its bid price and provide the following insurance coverage. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this contract. The Owner shall be named as additional insured on the Contractor's Liability Policies

3.2 WORKER'S COMPENSATION Not Required if ALL work is done by a Self-employed Contractor w/ No Employees.

Worker's Compensation: Coverage A	Per G.L. c149 §34 and c152, as amended.
Employer's liability: Coverage B	up to \$500,000 each accident

3.3 CONTRACTOR'S COMMERCIAL GENERAL LIABILITY

Bodily Injury &	\$1,000,000. each occurrence
Property Damage	\$1,000,000. general aggregate

3.4 VEHICLE LIABILITY

Bodily Injury &	\$ 200,000 each person
Property Damage	\$ 500,000 each accident
	\$1,000,000 Combined Single Limit

4.0 BONDS

The Contractor shall calculate as part of its price quote the cost of payment or labor and materials bond and shall present such bond to the Owner in the form provided by the Department, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. **Such bond shall be in an amount equal to at least one half of the Contract price.**

5.0 WAGES

Bidders shall include in their bid wages calculated from the wage rates established by the Massachusetts Department of Labor and Workforce Development and subject to M.G.L. c.149 §26 to 27H inclusive. This provision does not apply if work is done by a Sole Proprietor, doing the work alone.

6.0 MISCELLANEOUS REQUIREMENT

6.1 EXECUTIVE ORDERS

The Contractor shall comply with the provisions of M.G.L. c.151B; Executive Order 478, Order regarding non-discrimination, diversity, equal Opportunity, and Affirmative Action; Executive Order No. 227, Governor's Code of Fair Practices, Executive Order No. 390 pertaining to minority and women owned business development; Executive Order No. 246 pertaining to the handicapped; Executive Order 481, prohibiting the use of undocumented workers on state contracts and all regulations promulgated pursuant thereto. The aforementioned law, executive orders, and regulations are incorporated herein by reference and made a part of this Contract.

FORM FOR BID
c.149 \$0-\$10,000
Solicit 3 written quotes

TO THE AWARDING AUTHORITY:

A. The undersigned proposes to furnish all labor and materials required for:

Project Description

for the _____ Housing Authority, Development No. _____ in
_____ Massachusetts in accordance with the Contract Documents supplied by the
City or Town _____
_____ Housing Authority for the contract price specified below, subject to additions and
deductions according to the terms of the specifications.

B. The proposed contract price is :

_____ dollars (\$ _____).

C. The undersigned hereby certifies that they are able to furnish labor that can work in harmony with all the other elements of labor employed or to be employed on the Work and that they will comply fully with all laws and regulations applicable to awards made subject to MGL. c.149 sec.44A -J.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair, and made without collusion or fraud with any other person. The undersigned further certifies under the penalty of perjury that the undersigned is not debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any other rule or regulation promulgated thereunder. As used in this certification the word "person" shall mean natural person, joint venture, partnership, corporation, or other business or legal entity.

Name of Bidder

By:

Signature + Title of person signing Bid

Business Address

Date: _____

City and State

Note: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of general partners if different from business address.

OWNER-CONTRACTOR AGREEMENT

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

This agreement made the NNth day of Month 20 by and between City or Town Name Housing Authority hereinafter called the "Owner", and Contractor's Name hereinafter called the "Contractor"
CONTRACTOR'S NAME

Witnesseth, that the Owner and the Contractor, for the consideration hereinunder named, agree as follows

Article 1. Scope of Work: The Contractor shall perform all Work required by the Contract Documents for **Brief Description of the Work** prepared by Name of Architect or Engineer acting as and referred to in the Contract Documents as the "Architect".

ARTICLE 2. TIME OF COMPLETION: The Contractor shall commence work under this Contract on the date specified in the written "Notice to Proceed" and shall bring the Work to Substantial Completion within NNN calendar days of said date. Damages for delays in the performance of the Work shall be in accordance with Article 9 of the General Conditions of the Contract.

ARTICLE 3. CONTRACT SUM: The Owner shall pay the Contractor, in current funds, for the performance of the Work, subject to additions and deductions by Change Order, of the Contract Sum of:

CONTRACT AMOUNT IN WORDS

CONTRACT SUM IN WORDS

Dollars

CONTRACT IN NUMBERS

CONTRACT SUM IN NUMBERS

ARTICLE 4. THE CONTRACT DOCUMENTS: The following, together with this Agreement, form the Contract and all are as fully a part of the contract as if attached to this Agreement or repeated herein: The Advertisement, Bidding Documents, Contract Forms, Conditions of the Contract, and Specifications as enumerated in the Table of Contents, the drawings as enumerated in the List of Contract Drawings, and all Modifications issued after execution of the Contract. Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

ARTICLE 5. ALTERNATES: The following Alternates have been accepted and their costs are included in the Contract Sum stated in Article 3 of this Agreement: Alternate No(s): _____ and _____

ARTICLE 6. REAP CERTIFICATION: Pursuant to M.G.L. c.62(c) §49(a), the individual signing this Contract on behalf of the Contractor, hereby certifies, under the penalties of perjury, that to the best of their knowledge and belief the Contractor has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support

Article 7. Worker Documentation Certification: In accordance with Executive Order 481 the undersigned further certifies under the penalties of perjury that the Contractor shall not knowingly use undocumented workers in connection with the performance of this contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to such contract without engaging in unlawful discrimination; and that it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s). The Contractor understands and agrees that breach of any of these terms during the contract period may be regarded as a material breach, subjecting the Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.

ARTICLE 8. VALIDATION: This Contract will not be valid until signed by the Director of the Massachusetts Department of Housing and Community Development.

In Witness Whereof, the Parties Hereto Have Caused This Instrument to be Executed Under Seal.

¹ CONTRACTOR

Contractor's Name

Name of Contractor

Contractor's Street Address

Street

Contractor's City State Zip

City State Zip

By:

Signature and Seal

Witness

²AWARDING AUTHORITY

Name of Housing Authority

Name of Housing Authority

LHA Address

Address

Signature and Seal

Title

Attest:

¹ If a Corporation, attach a notarized copy of the Corporate Vote authorizing signatory to sign Contract.

² If signed by someone other than a Housing Authority Board member, attach a copy of Certified Board Vote authorizing the signatory to sign Contract.

DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

In accordance with M.G.L. c.121B, and Revisions thereto.

Director

Date

PAYMENT BOND

COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as **Principal**,
and _____ as **Surety**, are held and firmly bound unto
the _____ **Housing Authority**, as **Obligee**, in the sum of
_____ **dollars** \$ _____

to be paid to the Obligee, for which payments, well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said **Principal** has made a contract with the **Obligee**, bearing the date of _____ 200
for the construction of _____ in _____ Massachusetts
_____ Project Title

NOW the conditions of this obligation are such that if the **Principal** and all subcontractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the **Surety** of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c.30 §39A, and M.G.L. c.149 §29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force and virtue.

IN WITNESS WHEREOF, the **Principal** and **Surety** have hereunto set their hands and seals this:

_____ Day of _____ 200 _____

PRINCIPAL

By: _____
Seal

Attest: _____

SURETY

By: _____
Attorney-in Fact

Attest: _____

By: _____
Surety Agent

Surety Agent Address

Surety Agent Phone Number

The rate for this bond is _____ % for the first \$ _____ and _____ % for the next \$ _____

The total premium for this bond is \$ _____

ATTACH WAGE RATES & SCOPE OF WORK